

SECTION 2 - SPECIAL TERMS AND CONDITIONS**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for the purchase of ballot transport carts for Miami-Dade County.

2.2 TERM OF CONTRACT

This contract shall commence upon the date of the purchase order is issued, and shall remain in effect until such time as the goods and services acquired in conjunction with this solicitation have been delivered and accepted by the County's authorized representative, and upon completion of the expressed and/or implied warranty period.

2.3 METHOD OF AWARD

Award of this solicitation will be made to the lowest priced responsive, responsible bidder who submits an offer on all items listed in this solicitation and meets the minimum qualifications listed below.

MINIMUM QUALIFICATIONS

- A. Bidder shall provide a list of no less than three Commercial Business and/or Government Agency references that can confirm that the bidder has successfully sold similar ballot transport cart and provided the services to the ones specified in the solicitation. The following information shall be provided: company name, contact name, address, telephone number and e-mail address.
- B. Bidder shall submit a list of contact information to include name of contact and title, phone and mobile number, and e-mail address for Primary (required) and Secondary (optional) staff within your company who will be responsible to respond County's requests. The contact(s) provided shall be available from Monday through Friday within the business hours of 7:30 a.m. and 6:00 p.m. (local time).

The bidder shall submit the specified information listed above as poof of compliance to the requirement of this solicitation. However, the County may, at its sole discretion and in its best interest, allow the bidder to complete, supplement or supply the required documents.

2.4 DELIVERY**A. DELIVERY**

All deliveries shall be made within thirty (30) calendar days after the issued date of the purchase order (PO). All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the bidder; except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the bidder. In these cases, the bidder shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the bidder to whom the contract is awarded fail to deliver in the number of days stated above, the County reserves the right to cancel the order on a default basis after any back order period that has been mutually agreed to lapse. If the order is so terminated, it is hereby understood and agreed that the

County has the authority to purchase the goods elsewhere and to charge the successful bidder with any re-procurement cost. If the bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

B. PACKING SLIP/DELIVERY TICKET

The successful bidder shall enclose a complete packing slip/delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip/delivery ticket shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

2.5 ACCEPTANCE OF PRODUCT BY THE COUNTY

The product(s) to be provided hereunder shall be delivered to the County, and maintained, in full compliance with the specifications and requirements set forth in this contract. If a bidder-provided product is determined not to meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at bidder's expense, to the bidder. At the County's own option, the bidder shall either provide a direct replacement for the item, or provide a full credit for the returned item. The bidder shall be responsible for filing, processing, and collecting all damage claims against the shipper.

2.6 WARRANTY REQUIREMENTS

In addition to all other warranties that may be provided by the manufacturer, the bidder shall warrant all ballot transport carts against faulty labor and/or defective material for a minimum of one (1) year after the date of acceptance of the goods by the County. This warranty requirement shall remain in force for the full one year period for all parts and labor; regardless of whether the bidder is under contract with the County at the time of defect. Any payment by the County on behalf of the goods received from the bidder does not constitute a waiver of these warranty provisions.

Bidder acknowledges and agrees that all ballot transport carts, parts and/or materials supplied by the bidder in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the bidder are found to be defective or do not conform to specifications: (1) the ballot transport carts, parts and/or materials may be returned to the bidder at the bidder's expense and the purchase order cancelled, or (2) the County may require the bidder to replace the ballot transport carts, parts and/or materials, at the bidder's expense.

2.7 WORK

A. RESPONSE TIME - REPAIRS

Response time shall be within ten (10) calendar days after notification by the County for the successful bidder to repair or replace the damaged transport cart(s). Services can be performed on County's site or cart(s) may be picked-up and repaired at the bidder's site. If the cart(s) are damaged and cannot be repaired, they are to be replaced at bidder's expense. The time to complete the repairs and/or deliver the cart(s) to the County shall be established by mutually agreement with the user department.

B. CLEAN-UP (WHEN WORKING ON COUNTY PROPERTY)

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner.

C. WORK ACCEPTANCE

An inspection of repaired cart(s) shall be performed to determine acceptance of work. If the work is determined not to meet OEM standards, the cart will be returned, at bidder expense, to the bidder. At the County's option, the bidder shall either provide additional repairs, or replacement for the damaged item, or shall provide a full credit for the returned item.

2.8**CONTACT PERSON**

For any additional information regarding the terms and conditions of this solicitation and resultant contact, contact Jennyfer Calderon at (305) 375-5312 or at jcalder@miamidade.gov.

SECTION 3 – TECHNICAL SPECIFICATIONS**3.1 SCOPE OF WORK**

The successful bidder shall provide the County with ballot transport carts to include a minimum of one (1) year warranty for all parts, materials and labor.

3.2 GOODS / SERVICES TO BE PROVIDED

A. Bidder shall provide Hard Plastic Transport Truck – Myton Industries, Model RTC-4829H6 (no substitution).

Description:

- Color: Blue (No color Substitution will be permitted).
- Measurements: 48" x 29" x 56".
- Must weigh less than 300 lbs.
- Weight capacity must be over 700 lbs.
- Ability to adjust shelves.
- Four (4) polyurethane caster wheels able to withstand the above weight.
- Two (2) wheels with lock brakes.
- Two (2) wheels with swivel locks.
- Two (2) doors with lockable slide bolts.
- Two (2) nylon straps with ratchet system attached to each side to secure the cart to the ramp for deliveries. Ratchets must be attached to each side to secure the cart to the ramp for deliveries. Ratchets must be attached to the cart to prevent losses.
- Two (2) document pouches to fit 8.5" x 11" paper signs.
- One (1) pouch on each side.
- Two (2) push handles, one for each side.
- At least two (2) lift handles, one on each side waste high.